

Exhibit 5

LINE OF CREDIT AGREEMENT

This Line of Credit Agreement ("Agreement") is made and entered into as of January 1st 2024, by and between:

Lender: The Original Mowbray's Tree Service Inc.
Address: 686 E Mill St. 2nd Fl, San Bernardino, CA 92408
Phone: 909-389-0077
Represented by: Richard Mowbray, CEO

Borrower: Pino Tree Service Inc.
Address: 686 E Mill St. 2nd Fl, San Bernardino, CA 92408
Phone: 909-361-2577
Represented by: Ruben Sainos, CFO

1. Line of Credit

1.1. The Lender agrees to provide the Borrower with a revolving line of credit (the "Credit Line") in the principal amount not to exceed \$10,000,000 (the "Credit Limit").

1.2. The Borrower may draw upon the Credit Line, in whole or in part, at any time and from time to time, up to the Credit Limit, during the term of this Agreement.

2. Term

2.1. The term of this Credit Line shall commence on Dec 1, 2023, and shall continue until Dec 1, 2025 unless earlier terminated as provided herein.

3. Interest Rate

3.1. Outstanding principal amounts under this Credit Line shall bear interest at a rate of WSJ Prime Rate + 3.00% per annum, calculated monthly at the end of each month on the basis of a 365-day year.

4. Repayment Terms

4.1. The Borrower shall make monthly interest-only payments on the outstanding principal balance of the Credit Line, beginning on February 1st, 2024, and continuing on the first of each month thereafter.

4.2. The Borrower shall repay the entire outstanding principal balance, together with any accrued but unpaid interest, on or before the termination date of this Agreement.

5. Draw Requests

- 5.1. The Borrower may request advances under the Credit Line by submitting a written draw request to the Lender, specifying the amount requested and the date of the requested advance.
- 5.2. Each draw request must be made at least 3 business days prior to the requested advance date.

6. Prepayment

- 6.1. The Borrower may prepay any amounts outstanding under this Credit Line, in whole or in part, at any time without penalty. Any prepayment shall be applied first to accrued interest, then to principal.

7. Default

- 7.1. The following events shall constitute an event of default ("Event of Default"):
 - a. Failure by the Borrower to make any payment due under this Agreement within 15 days after the due date;
 - b. Any representation or warranty made by the Borrower in this Agreement is false or misleading in any material respect;
 - c. The Borrower becomes insolvent or bankrupt.

- 7.2. Upon the occurrence of an Event of Default, the Lender may declare the entire unpaid principal balance of the Credit Line, together with all accrued interest and other amounts payable under this Agreement, to be immediately due and payable.

8. Representations and Warranties

- 8.1. The Borrower represents and warrants that:
 - a. The Borrower has the legal capacity to enter into and perform this Agreement;
 - b. This Agreement constitutes a valid and binding obligation of the Borrower.

9. Governing Law

- 9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

10. Amendments

- 10.1. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

11. Entire Agreement

11.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter hereof.

12. Severability

12.1. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

13. Notices

13.1. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or sent by certified mail, return receipt requested, or by recognized overnight courier service to the addresses set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Line of Credit Agreement as of the day and year first above written.

Lender:

The Original Mowbray's Tree Service Inc.



Richard Mowbray, CEO
Lender

Borrower:

Pino Tree Service Inc.



Ruben Sainos, CFO
Borrower